

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco *P.O. Box 420603*
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISION

FOR

METAL ROOFING SYSTEMS INSTALLER

IN

LOS ANGELES AND SAN BERNARDINO COUNTIES

166-108-1

R E C E I V E D

Department of Industrial Relations
Standard Form

AUG 05 2002 of

UNION AGREEMENT

Div. of Labor Statistics & Research

Chief's Office **APPEND A THERETO**

From

July 1, 2001

to

June 30, 2007

**SHEET METAL AND
AIR CONDITIONING CONTRACTORS'
NATIONAL ASSOCIATION
LOS ANGELES CHAPTER
(SMACNA-LA)**

with

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 105 LOS ANGELES**

464 South Lucas Avenue
Los Angeles, CA 90017
Phone: (213) 481-2050
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SECTION 6. The expenses necessary for the successful operation and administration of the J.A.T.C. and the Training Programs shall be derived from a contribution by each Employer under this Agreement of forty-five cents (\$0.45) effective August 1, 2001, fifty cents (\$0.50) effective February 1, 2002, and fifty-five cents (\$0.55) effective August 1, 2002.

SECTION 7. It is agreed that the present J.A.T.C., or any individual replacement of a member of same, shall be named by the parties as the Board of Joint Trustees of such Joint Apprenticeship Trust Fund.

SECTION 8. The Joint Apprenticeship Trust Fund shall be used only as authorized by the J.A.T.C.

SECTION 9. Article XI, Section 5 of the Standard Form of Union Agreement is hereby amended to read:

All applicants for apprenticeship shall meet such qualifications as are established by resolution of the Labor-Management Committee and applicable legal requirements, and each apprentice shall serve an Apprenticeship of five (5) years and such Apprentice shall not be put in charge of work on any job and shall work under the supervision of a Journeyman until apprenticeship terms have been completed and they have qualified as a journeymen, with the exception that apprentices in the eighth (8th) period of apprenticeship and beyond may work without the direct supervision of a journeyman.

ITEM 9. ZONE CENTER AND ZONE RATES

SECTION 1. Zone Centers shall be established as follows:

Zone "A" - 7th Street and Broadway, Los Angeles

0-30 miles.....FREE	60-70.....\$20.00
30-40.....\$ 6.00	70-80.....\$24.00
40-50.....\$12.00	80-90.....\$26.00
50-60.....\$17.00	90-100.....\$28.00

Zone "S" - Employer's Shop

0-30 miles.....FREE	60-70.....\$20.00
30-40\$ 6.00	70-80.....\$24.00
40-50.....\$12.00	80-90.....\$26.00
50-60.....\$17.00	90-100.....\$28.00

SECTION 1(a). No Zone Pay will be paid when an Employee is furnished with a company vehicle on a seven (7) day, twenty-four (24) hours a day basis within the territorial jurisdiction of the Local Union.

SECTION 2. Employers selecting Zone "S" as their center must use a Zone Center within the geographical jurisdiction of the collective bargaining area. The Employer must use Zone "A" for all work performed outside the geographical jurisdiction of the collective bargaining area.

SECTION 3. The Employer shall select a Zone upon execution of this Agreement and operate from such Zone Center or Zone Centers for the duration of said Agreement.

SECTION 4. Any Employer who moves his original, permanent shop shall designate his choice of Zone "S" or Zone "A" for any jobs started after moving his shop location and operate from said Zone Center for the duration of this Agreement.

SECTION 5. Any Employer not having an established shop within the geographical jurisdiction of the collective bargaining area shall use Zone "A" Center at 7th Street and Broadway, Los Angeles, as his designated Zone Center.

SECTION 6. The above Zone Rates shall apply on days worked only. No travel time will be allowed on the above Zone Rate schedule except as hereinafter specified in this Agreement, and Employees are to report to work on the jobsite at the approved starting time. The Employer must post a map in his shop showing these Rates.

SECTION 7. When an Employee travels from home to a job in a Zone Area and back to home, he shall receive the Zone Rate and no mileage will be paid.

SECTION 8. When an Employee reports to work in one Zone and is transferred to another Zone within the same working day, the Employee must receive the highest Zone Rate plus mileage from job to job.

SECTION 9. When an Employee travels from shop to job, and job to home, he shall receive the prevailing Zone Rate, plus mileage from shop to job.

SECTION 10. Mileage shall be paid at thirty-five cents (\$0.35) per mile when an Employee uses transportation other than that supplied by the Employer when traveling from shop to job, from job to job, or from job to shop.

SECTION 11. An Employee transporting materials using the Employer's vehicle shall be paid the proper overtime rates before and after regular working hours.

SECTION 12. When the immediate work site falls on a dividing Zone Line, the highest Zone Rate will prevail.

SECTION 13. In the event that a reciprocal agreement regarding Zone Expenses with any adjacent Local Union is agreed to, it shall become a part of this Agreement.

ITEM 10. HOLIDAYS

SECTION 1. It is hereby agreed to amend Article VI of the Standard Form of Union Agreement to conform with the following negotiated Holidays.

SECTION 2. Holidays shall be as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Veteran's Day
President's Day	Thanksgiving Day

under these conditions will be only work that would have been performed had the job not suffered a shut down.

SECTION 6(a). Under no circumstances will Hoisting, Rigging or any other activity not considered normal day-to-day activity be done under these conditions. All such activity must be done under the overtime provisions of this Agreement. The Union will have the right to make the final determination in deciding if this Section is applicable to the conditions of any job requesting a Make-Up Day.

SECTION 6(b). This Section is not applicable if the Saturday in question is a Holiday.

ITEM 12. SUBSISTENCE AND OUT OF TOWN

SECTION 1. All work beyond one hundred (100) miles from Zone Center "A" is out-of-town work and subsistence shall be paid.

SECTION 2. When an Employee works in an area beyond one hundred (100) miles from Zone Center "A", he shall receive: Thirty-eight dollars (\$38.00) subsistence for each day worked. If the Employee remains in said area to work on the project the following day(s), he shall receive fifty-five dollars (\$55.00) subsistence for each nights stay or the actual reasonable expenses incurred, if higher.

SECTION 3. When an Employee works in an area beyond one hundred (100) miles from Zone Center "A" and said work continues into the following week, and the Employee remains in said area, the employee shall receive: Fifty-five dollars (\$55.00) subsistence on a seven (7) day basis, or the actual receipted reasonable expenses incurred, if higher.

SECTION 3(a). Such subsistence shall be paid for Holidays or weekends when employment continues beyond such Holidays or weekends and is beyond one hundred (100) miles from Zone Center "A".

SECTION 3(b). If an Employee works on a jobsite beyond the one hundred (100) mile area on any day, he shall be paid expenses for that day even though he travels back to his home on that day.

SECTION 3(c). For each round trip beyond the one hundred (100) mile area required by the Employer, where the Employer does not furnish transportation, the Employee shall be reimbursed for transportation at the rate of: Thirty-five cents (\$0.35) per mile, calculated from Zone Center "A" to the jobsite, and from the jobsite back to Zone Center "A".

SECTION 4. On work or assignments or jobs of more than one (1) day duration, travel time shall be paid at the straight time rate of pay during regular working hours Monday through Friday, and at: sixty cents (\$0.60) per mile before and after regular working hours in addition to the transportation reimbursement of: Thirty-five cents (\$0.35) per mile as required by Section 3(c) of this Item, calculated from Zone Center "A" to the job and back to Zone Center "A".

SECTION 5. No subsistence payment will be required on a job of one (1) day's duration on out-of-town work. The Employee's travel time shall be paid at the straight time rate of pay during normal working hours and at: sixty cents (\$0.60) per mile before and after normal working hours, in addition to the transportation reimbursement of: Thirty-five cents (\$0.35) per mile as required by Section 3(c) of this Item, calculated from Zone Center "A" to the job and from the job back to Zone Center "A".

SECTION 6. An Employee may be required by the Employer to travel by public transportation (airplane, train, etc.) and, in such event, he shall be paid travel time at the straight time rate of pay during the regular working hours Monday through Friday from home to destination, and from destination to home. Time and one-half (1 1/2) shall be paid for other than regular working hours for such travel from home to destination and return.